

19997-b

1. DATE 10/10/2011

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee heretofore have entered into that certain Equipment Lease (1996-1) dated as of March 15, 1996 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on each Closing Date (such term and other defined terms in the Lease being herein used with the same meanings and the rules of interpretation applicable to the Lease being applicable thereto) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Lessor and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Items of Equipment described in Schedule I hereto have been unconditionally accepted by the Lessee from the Lessor and are now leased under the Lease and have been marked in accordance with Section 4 of the Lease. The Items of Equipment being accepted hereby are located in various jurisdictions, but none of the Items of Equipment being accepted hereby are being accepted in Chicago, Illinois.

1.02 Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. Attached as Schedules D, E, F and G to the Lease are the Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount and EBO Dates, respectively, for the Items of Equipment covered by this Supplement.

1.03 Term. The Interim Term with respect to the Items of Equipment shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 9 and 12 of the Lease, shall terminate at 11:59:59 p.m. on December 31, 1996. The Basic Lease Term with respect to the Items of Equipment, subject to the provisions of Section 7 of the Lease, shall commence immediately upon the expiration of the Interim Term and shall terminate on January 1, 2018.

1.04 Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the

execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

1.05 Law Governing. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

1.06 Limitations of Liability. It is expressly understood and agreed that this Supplement and each other Operative Agreement is executed by the Trust Company, not in its individual capacity or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee, that (except as otherwise expressly provided herein or therein) each and all of the representations, undertakings and agreements herein and therein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trust Company or the Owner Participant, or for the purpose or with the intention of binding the Trust Company or the Owner Participant in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Supplement is executed and delivered by the Owner Trustee solely in the exercise of the powers expressly conferred upon the Owner Trustee under the Trust Agreement, that actions to be taken by the Lessor pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Owner Participant, that nothing herein contained shall be construed as creating any liability on the Trust Company or the Owner Participant, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein or therein, all such liability, if any, being expressly waived by the Lessee and by any Person claiming by, through or under the Lessee, provided, however, that nothing contained in this Section 1.06 shall be construed to limit the liability of the Lessor in its individual capacity for any breach of any representations or warranties of the Lessor in its individual capacity set forth herein or to limit the liability of the Lessor for gross negligence or willful misconduct or for the representations made in its individual capacity or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Lessor hereunder may be performed by the Owner Participant, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Supplement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Owner Trustee thereunder.

This Supplement shall be construed in connection with and as

a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by Harris Trust and Savings Bank on the signature page thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

D.N. Schuchardt

Title: \_\_\_\_\_

Assistant Treasurer

ATTEST:

By: \_\_\_\_\_

Name: R.L. Day

Title: Secretary

LESSOR:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity, but solely as  
Owner Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

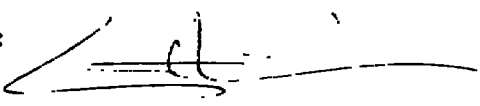
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity, but solely as  
Owner Trustee

By:  \_\_\_\_\_  
Name: Brett R. King  
Title: Trust Officer

ATTEST:

By:  \_\_\_\_\_  
Name: C. Scott Nielsen  
Title: Asst Vice President

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 18<sup>th</sup> of March, 1996, before me personally appeared D.N. Schuchardt and R.L. Day, to me personally known, who being by me duly sworn, say that they are Assistant Treasurer and Secretary, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jean M. Rohr  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March, 1996, before me personally appeared \_\_\_\_\_, and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ of March, 1996, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

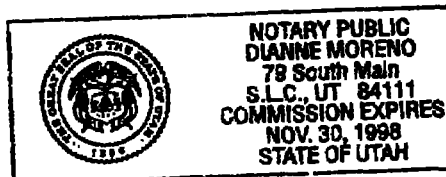
My commission expires: \_\_\_\_\_

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 18<sup>th</sup> day of March, 1996, before me personally appeared Brett R. King, and C. Scott Nielsen, to me personally known, who being by me duly sworn, say that they are Trust Officer and Assistant Vice President, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



*Dianne Moreno*  
Notary Public

**Schedule I**  
**(to Equipment Lease Supplement)**

**Description of Items of Equipment**

FMLX051151	FMLX051191	FMLX051231	FMLX051271	FMLX051311
FMLX051152	FMLX051192	FMLX051232	FMLX051272	FMLX051312
FMLX051153	FMLX051193	FMLX051233	FMLX051273	FMLX051313
FMLX051154	FMLX051194	FMLX051234	FMLX051274	FMLX051314
FMLX051155	FMLX051195	FMLX051235	FMLX051275	FMLX051315
FMLX051156	FMLX051196	FMLX051236	FMLX051276	FMLX051316
FMLX051157	FMLX051197	FMLX051237	FMLX051277	FMLX051317
FMLX051158	FMLX051198	FMLX051238	FMLX051278	FMLX051318
FMLX051159	FMLX051199	FMLX051239	FMLX051279	FMLX051319
FMLX051160	FMLX051200	FMLX051240	FMLX051280	FMLX051320
FMLX051161	FMLX051201	FMLX051241	FMLX051281	FMLX051321
FMLX051162	FMLX051202	FMLX051242	FMLX051282	FMLX051322
FMLX051163	FMLX051203	FMLX051243	FMLX051283	FMLX051323
FMLX051164	FMLX051204	FMLX051244	FMLX051284	FMLX051324
FMLX051165	FMLX051205	FMLX051245	FMLX051285	FMLX051325
FMLX051166	FMLX051206	FMLX051246	FMLX051286	FMLX051326
FMLX051167	FMLX051207	FMLX051247	FMLX051287	FMLX051327
FMLX051168	FMLX051208	FMLX051248	FMLX051288	FMLX051328
FMLX051169	FMLX051209	FMLX051249	FMLX051289	FMLX051329
FMLX051170	FMLX051210	FMLX051250	FMLX051290	FMLX051330
FMLX051171	FMLX051211	FMLX051251	FMLX051291	FMLX051331
FMLX051172	FMLX051212	FMLX051252	FMLX051292	FMLX051332
FMLX051173	FMLX051213	FMLX051253	FMLX051293	FMLX051333
FMLX051174	FMLX051214	FMLX051254	FMLX051294	FMLX051334
FMLX051175	FMLX051215	FMLX051255	FMLX051295	FMLX051335
FMLX051176	FMLX051216	FMLX051256	FMLX051296	FMLX051336
FMLX051177	FMLX051217	FMLX051257	FMLX051297	FMLX051337
FMLX051178	FMLX051218	FMLX051258	FMLX051298	FMLX051338
FMLX051179	FMLX051219	FMLX051259	FMLX051299	FMLX051339
FMLX051180	FMLX051220	FMLX051260	FMLX051300	FMLX051340
FMLX051181	FMLX051221	FMLX051261	FMLX051301	FMLX051341
FMLX051182	FMLX051222	FMLX051262	FMLX051302	FMLX051342
FMLX051183	FMLX051223	FMLX051263	FMLX051303	FMLX051343
FMLX051184	FMLX051224	FMLX051264	FMLX051304	FMLX051344
FMLX051185	FMLX051225	FMLX051265	FMLX051305	FMLX051345
FMLX051186	FMLX051226	FMLX051266	FMLX051306	FMLX051346
FMLX051187	FMLX051227	FMLX051267	FMLX051307	FMLX051347
FMLX051188	FMLX051228	FMLX051268	FMLX051308	FMLX051348
FMLX051189	FMLX051229	FMLX051269	FMLX051309	FMLX051349
FMLX051190	FMLX051230	FMLX051270	FMLX051310	FMLX051350



FMLX051351	FMLX051371	FMLX051391	FMLX051411	FMLX051431
FMLX051352	FMLX051372	FMLX051392	FMLX051412	FMLX051432
FMLX051353	FMLX051373	FMLX051393	FMLX051413	FMLX051433
FMLX051354	FMLX051374	FMLX051394	FMLX051414	FMLX051434
FMLX051355	FMLX051375	FMLX051395	FMLX051415	FMLX051435
FMLX051356	FMLX051376	FMLX051396	FMLX051416	FMLX051436
FMLX051357	FMLX051377	FMLX051397	FMLX051417	FMLX051437
FMLX051358	FMLX051378	FMLX051398	FMLX051418	FMLX051438
FMLX051359	FMLX051379	FMLX051399	FMLX051419	FMLX051439
FMLX051360	FMLX051380	FMLX051400	FMLX051420	FMLX051440
FMLX051361	FMLX051381	FMLX051401	FMLX051421	FMLX051441
FMLX051362	FMLX051382	FMLX051402	FMLX051422	FMLX051442
FMLX051363	FMLX051383	FMLX051403	FMLX051423	FMLX051443
FMLX051364	FMLX051384	FMLX051404	FMLX051424	FMLX051444
FMLX051365	FMLX051385	FMLX051405	FMLX051425	FMLX051445
FMLX051366	FMLX051386	FMLX051406	FMLX051426	FMLX051446
FMLX051367	FMLX051387	FMLX051407	FMLX051427	FMLX051447
FMLX051368	FMLX051388	FMLX051408	FMLX051428	FMLX051448
FMLX051369	FMLX051389	FMLX051409	FMLX051429	FMLX051449
FMLX051370	FMLX051390	FMLX051410	FMLX051430	FMLX051450